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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re: Chapter 11

POWIN, LLC, *et al.*,¹ Case No. 25-16137 (MBK)

Debtors. (Jointly Administered)

**JOINDER OF EDF POWER SOLUTIONS, INC. TO
EMERGENCY MOTION OF LICENSEES FOR
ENTRY OF AN ORDER (I) COMPELLING THE DEBTORS TO
COMPLY WITH SECTION 365(N)(4) OF THE BANKRUPTCY CODE,
(II) GRANTING ADEQUATE PROTECTION UNDER SECTION 363(E) OF
THE BANKRUPTCY CODE, AND (III) GRANTING OTHER APPROPRIATE RELIEF**

EDF power solutions, Inc. (f/k/a EDF Renewables, Inc.) (“EDF”), by and through its undersigned counsel, hereby files this joinder (the “Joinder”) to the *Emergency Motion of Licensees for Entry of an Order (I) Compelling the Debtors to Comply with Section 365(n)(4) of the Bankruptcy Code, (II) Granting Adequate Protection Under Section 363(e) of the Bankruptcy*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: (i) Powin Project LLC [1583]; (ii) Powin, LLC [0504]; (iii) PEOS Holdings, LLC [5476]; (iv) Powin China Holdings 1, LLC [1422]; (v) Powin China Holdings 2, LLC [9713]; (vi) Charger Holdings, LLC [5241]; (vii) Powin Energy Ontario Storage, LLC [8348]; (viii) Powin Energy Operating Holdings, LLC [2495]; and (ix) Powin Energy Operating, LLC [6487]. The Debtors’ mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

Code, and (III) Granting Other Appropriate Relief [Docket No. 117] (the “Motion to Compel”)² filed by the Licensees named therein (the “Moving Licensees”). In support of this Joinder, EDF respectfully states as follows:

1. On June 21, 2025, the Moving Licensees filed the Motion to Compel. The hearing on the Motion to Compel is scheduled for July 15, 2025.

2. Certain subsidiaries of EDF are part owners of certain limited liability companies (together with their affiliates and related entities, the “EDF Licensees”) that develop, own, and operate certain utility-scale battery energy storage projects located throughout the United States (the “Projects”).³

3. The EDF Licensees are party to certain Battery Energy Storage System Supply and Services Agreements (the “ESAs”) with Powin pursuant to which Powin agreed to provide energy storage systems for the Projects. In addition to the ESAs, certain EDF Licensees entered into Long Term Services Agreements with Powin (the “LTSAs” and together with the ESAs and all related agreements and amendments thereto, the “Contracts”). A table listing each of the ESAs and LTSAs by and between each of the EDF Licensees and Powin is attached hereto as

Exhibit A.

4. Pursuant to the ESAs, Powin granted the EDF Licensees broad licenses to use Powin’s intellectual property in and to certain technology and software necessary for the operation and maintenance of the Projects (the “Licensed IP”).⁴ Certain of the ESAs also

² Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Motion to Compel.

³ The Projects include: (i) Arrow Canyon Solar, Clark County, Nevada; and (ii) Desert Quartzite, Riverside County, California.

⁴ The intellectual property license provisions in the ESAs are substantially similar to the provisions referenced by the Moving Licensees in the Motion to Compel so EDF does not duplicate them here. The ESAs are confidential by their terms and too voluminous to attach to this Joinder, but can be made available, in whole or in part, to the Court upon request.

required Powin to enter into an escrow agreement, pursuant to which Powin agreed to deposit the applicable Licensed IP in escrow with PRAXIS Technology Escrow, LLC (the “IP Escrow Agent”). Certain of the EDF Licensees were added as beneficiaries under that certain PRAXIS US Two Party Master Escrow Agreement, dated as of December 17, 2019.

5. The EDF Licensees require continuous access to the Licensed IP to safely and efficiently operate the Projects. The Licensed IP includes certain credentials, onsite and cloud-based software, source codes, and instructions that the EDF Licensees depend on to properly maintain the Projects, operate the Projects at peak efficiency, and mitigate risks to the infrastructure and public safety. However, on or around the Petition Date, Powin ceased performing its obligations under the ESAs and the other Contracts.

6. As set forth in more detail in the Motion to Compel, section 365(n)(4) of the Bankruptcy Code requires that, unless and until a debtor rejects an executory contract under which the debtor is a licensor of intellectual property, the debtor must perform under such contract or provide the licensee thereunder with access to the licensed intellectual property. 11 U.S.C. § 365(n)(4).

7. The ESAs are executory contracts that grant the EDF Licensees broad licenses to intellectual property and, therefore, the EDF Licensees are entitled to the protections afforded by section 365(n). As of the date of this Joinder, Powin has authorized the IP Escrow Agent to release the escrowed Licensed IP to the EDF Licensees, and the EDF Licensees are reviewing the released materials to confirm whether they have sufficient access to the Licensed IP to maintain the functionality, efficiency, and safety of the applicable Projects, however the volume of documents in escrow is significant and after additional review, it may be discovered that certain Licensed IP is missing or not up to date in escrow with the IP Escrow Agent. In

furtherance of its statutory and contractual rights, EDF files this Joinder to ensure that the EDF Licensees' full and continued access to all of the Licensed IP.

8. For the foregoing reasons, EDF respectfully joins in the Motion to Compel and requests that the Court grant the relief requested therein.

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Dated: New York, NY
July 7, 2025

ORRICK, HERRINGTON & SUTCLIFFE LLP

/s/ Michael Trentin

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EXHIBIT A

	Licensee	Debtor Party	Contract Effective Date	Contract Type	Project Name
1.	Arrow Canyon Solar, LLC	Powin, LLC	12/10/2021	LTSA	Arrow Canyon
2.	Arrow Canyon Solar, LLC	Powin, LLC	06/03/2021	ESA	Arrow Canyon
3.	Desert Quartzite, LLC	Powin, LLC	12/12/2023	LTSA	Desert Quartzite
4.	Desert Quartzite, LLC	Powin, LLC	12/06/2022	ESA	Desert Quartzite